

**Western Renewable Energy Generation Information System  
WREGIS**

**NOTICE OF AGENT DESIGNATION**

This Notice of Registered Account Holder Agent Designation and Authorization ("Notice of Agent Designation") is submitted this date \_\_\_\_\_ by registered Western Renewable Energy Generation Information System ("WREGIS") Account Holder Western Area Power Administration ("PRINCIPAL"), having its principal place of business at 5555 East Crossroads Blvd., Loveland, CO 80538, and the entity or person legally entitled to act on behalf of PRINCIPAL with respect to matters relating to PRINCIPAL's WREGIS Account Town of Frederick ("AGENT"), having its principal place of business at 401 Locust Street, Frederick, CO 80530.

PRINCIPAL and AGENT hereby notify WREGIS that AGENT is entitled to act on behalf of PRINCIPAL with respect to matters relating to PRINCIPAL's WREGIS Account, subject to the following representations, conditions, and limitations.

**GENERAL ACKNOWLEDGEMENTS AND REPRESENTATIONS**

1. WREGIS, an independent and automated web-based renewable energy registry and tracking system, is a joint effort of the Western Governors' Association, Western Air Partnership, and California Energy Resources Conservation and Development Commission. The Western Electricity Coordinating Council ("WECC") is the institutional home of WREGIS.
2. PRINCIPAL holds legal title or control rights to one or more Generating Units. PRINCIPAL has registered as an Account Holder in WREGIS and has established an active Account within WREGIS.
3. Agent has registered as an Account Holder in WREGIS and has established an active Account within WREGIS.

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4. This Notice of Agent Designation is not a contract between PRINCIPAL, AGENT, WREGIS or the WECC. It serves solely as a notice to WREGIS of the agency relationship that PRINCIPAL and AGENT have created, and specifies AGENT's authority to act on behalf of PRINCIPAL in matters regarding PRINCIPAL's Account in WREGIS. Any contracts, agreements or understandings entered into between PRINCIPAL and AGENT are separate and apart from this Notice of Agent Designation. PRINCIPAL and AGENT are solely responsible for ensuring that their agency relationship conforms to applicable legal requirements and is memorialized in a manner that is enforceable as between PRINCIPAL and AGENT. Likewise, in the event that PRINCIPAL and/or AGENT for whatever reason change, revoke or terminate the agency relationship that is the subject of this Notice of Agent Designation, the terms and conditions and legal consequences of such change, revocation or termination are strictly between the parties, except that WREGIS requires written notice of such change, revocation or termination.
5. AGENT represents that they are authorized to act for PRINCIPAL, as PRINCIPAL's sole and exclusive agent, with respect to the rights and responsibilities specified below regarding PRINCIPAL's Account in WREGIS.
6. With respect to the purposes, rights and responsibilities specified below, AGENT represents that they are authorized to communicate and transact with WREGIS as PRINCIPAL's sole and exclusive agent, and WREGIS is authorized to rely upon this Notice of Agent Designation, and to communicate and transact directly and exclusively with AGENT as PRINCIPAL's legal representative.
7. With respect to the rights and responsibilities specified below, PRINCIPAL represents that they will abide by any direction issued by AGENT to WREGIS, and any direction issued by WREGIS to AGENT.
8. In reliance on these representations, with respect to the rights and responsibilities specified below, WREGIS will extend to AGENT all rights, privileges and responsibilities afforded to PRINCIPAL, including access to confidential information, passwords, and other information relating to PRINCIPAL's participation in WREGIS.

9. Capitalized terms used herein that are not defined have the meanings given in the WREGIS Terms of Use and Operating Rules, as applicable.

**AGENT'S SPECIFIED RIGHTS AND RESPONSIBILITIES**

10. In the following parts (a) through (e), PRINCIPAL and AGENT specify the rights and responsibilities with respect to which AGENT is authorized to act for PRINCIPAL.

*(Please indicate scope of authorization by checking the applicable statements below):*

**(a) Creation and Trading of Certificates.**

\_\_\_\_\_ AGENT is authorized to create Certificates in WREGIS on PRINCIPAL's behalf.

\_\_\_\_\_ AGENT is authorized to trade Certificates in WREGIS on PRINCIPAL's behalf.

**(b) Data.**

\_\_\_\_\_ AGENT is authorized to provide data required by WREGIS, including, but not limited to, data required for preparation of required reports and billing.

**(c) Reporting and Communications.**

\_\_\_\_\_ AGENT is authorized to review reports created by WREGIS for PRINCIPAL.

\_\_\_\_\_ AGENT is authorized to communicate with WREGIS in all matters concerning the PRINCIPAL's Certificate creation.

\_\_\_\_\_ AGENT is authorized to communicate with WREGIS in all matters concerning the PRINCIPAL's Certificate trading.

**(d) Billing and Payment Responsibilities.**

\_\_\_\_\_ In connection with all rights and responsibilities specified by PRINCIPAL and AGENT in subparts (a) through (c) of this Section 10, AGENT shall be billed for, and shall make payment to WREGIS for, all charges, penalties, costs and fees. (If this option is not specified, WREGIS will issue billings to, and collect amounts due from, PRINCIPAL.)

\_\_\_\_\_ In connection with all Authorized Rights and Responsibilities specified by PRINCIPAL and AGENT above, AGENT is entitled to receive from WREGIS in AGENT's Account all credits, revenues, distributions, and disbursements. (If this option is not specified, WREGIS will pay such amounts to PRINCIPAL.)

**(e) Additional Responsibilities.**

  X   In addition to the rights and responsibilities specified in parts (a) through (d) above, AGENT has been authorized to act on behalf of PRINCIPAL as specified on Attachment A to this Notice of Agent Designation. *(If PRINCIPAL and AGENT do not wish to specify any additional rights and responsibilities, leave Attachment A blank)*

11. The rights and responsibilities specified in parts (a) through (e) above apply only to PRINCIPAL's Generation Units as specified on Attachment B to this Notice of Agent Designation, and to no other Generation Units of PRINCIPAL or any other party.

**CONTINUING RESPONSIBILITIES AND LIABILITIES OF PRINCIPAL**

12. The rights and responsibilities specified above and in Attachment A are the only rights, responsibilities and liabilities under the WREGIS Account Holder Registration Agreement (also known as the Terms of Use) for which AGENT is authorized to act for PRINCIPAL, and PRINCIPAL retains all rights and responsibilities under the Terms of Use Agreement or otherwise that are not specified by PRINCIPAL and AGENT above and in Attachment A.
13. PRINCIPAL acknowledges that it is not released from and shall remain liable to the WREGIS for compliance with all of the terms and conditions of the WREGIS Terms of Use, including the indemnification of WREGIS and the WECC provided therein, and any defaults of the WREGIS Terms of Use Agreement committed by AGENT in performance of activities related to PRINCIPAL's Accounts, and payment of all amounts due or to become due to the WREGIS under the WREGIS Terms of Use Agreement. PRINCIPAL acknowledges that AGENT's authorization to make payment of any such amounts shall not release PRINCIPAL from liability for any obligations to WREGIS, financial or otherwise, not satisfied by AGENT.

**CHANGE, REVOCATION AND TERMINATION OF NOTICE**

14. WREGIS shall be entitled to rely on this Notice of Agent Designation as governing its relationship with PRINCIPAL and AGENT as to the subject matter hereof unless and

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until the WREGIS Administrator receives and acknowledges written notification (as defined in the Terms of Use) of any change of this Notice of Agent Designation, signed by both PRINCIPAL and AGENT, or until this Notice of Agent Designation is revoked by PRINCIPAL in accordance with Section 16 below, or jointly terminated by PRINCIPAL and AGENT.

15. Any written notice of changes to this Notice of Agent Designation should, except in extenuating circumstances, be provided to WREGIS at least 15 days in advance of the date upon which such changes are to become effective. Changes will be effective on the date requested by the parties or upon issuance of written acknowledgement by WREGIS, whichever is later.
16. PRINCIPAL may revoke this Notice of Agent Designation at any time by providing the WREGIS Administrator written notice that AGENT's right to act on behalf of PRINCIPAL with respect to WREGIS has been revoked. Likewise, PRINCIPAL and AGENT may jointly terminate this Notice of Agent Designation at any time by providing the WREGIS Administrator written notice that the agency relationship has been terminated. A notice of revocation or termination will be effective only upon issuance by WREGIS of written acknowledgement of such notice. In the event of revocation or termination WREGIS will presume that PRINCIPAL will take over all responsibilities and activities previously performed by AGENT with respect to the Accounts associated with designated Generating Unit(s) unless and until WECC receives and acknowledges a subsequent Notice of Agent Designation identifying a new agent.

## WAIVER

17. Nothing in this Notice of Agent Designation shall be construed to create or give rise to any liability on the part of WREGIS or the WECC. PRINCIPAL and AGENT expressly waive the right to assert any claim against WREGIS or the WECC relating to PRINCIPAL and AGENT's agency relationship or this Notice of Agent Designation. This Notice of Agent Designation is not a contract with WREGIS or the WECC, and

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shall not be construed to modify any terms or conditions of the WREGIS Terms of Use or Operating Rules.

PRINCIPAL and AGENT each affirm, under penalty of perjury, that they have participated in the preparation of this Notice of Agent Designation, and that the information provided herein is true, correct and complete, to the best of their knowledge and belief. By their signature below, representatives of PRINCIPAL and AGENT each represent that they are duly authorized to execute this Notice of Agent Designation and to affirm the truth, accuracy and completeness of the representations set forth herein. This Notice of Agent Designation will be effective on the date requested by the parties or on the date upon which WREGIS provides written acknowledgement hereof, whichever is later.

PRINCIPAL	AGENT
by:_____	by:_____
Name: David Neumayer	Name:
Title: Power Marketing Manager	Title:
Email: Neumayer@wapa.gov	Email:

Return the original, completed Notice to:

WREGIS Administrator  
Western Electricity Coordinating Council  
615 Arapeen Drive, Suite 208  
Salt Lake City, Utah 84108-1262

WREGIS Administrator will issue written acknowledgement of this notice to the above parties.

**Attachment A**

**ADDITIONAL RESPONSIBILITIES**

In accordance with Section 10 of this Notice of Agent Designation, PRINCIPAL and AGENT identify the following additional rights and responsibilities granted by PRINCIPAL to AGENT for purposes of PRINCIPAL's participation in WREGIS activities.

**AGENT will only have rights to view subaccount(s) set up by the PRINCIPAL in the AGENT's name for the purpose of viewing the renewable energy certificates that have been allocated to the AGENT by the PRINCIPAL.**

**Attachment B**

**GENERATION UNITS COVERED BY THIS NOTICE OF AGENT DESIGNATION**

In accordance with Section 10 of this Notice of Agent Designation, AGENT has only been authorized to act on behalf of PRINCIPAL with respect to the following Generating Units:



**Loveland Area Projects (LAP) Renewable Energy Credit (REC) Program Principles**

1. All customers that receive LAP Firm Electric Service (FES) allocations and take delivery of LAP firm energy are eligible to obtain RECs under the program.
2. RECs issued to a customer under this program cannot be sold under any circumstances. Participants may transfer RECs issued under the program only to its members located in the LAP marketing territory. Participants must ensure that any transferred RECs are not sold.
3. FES customers will be provided an opportunity to participate in the program. Once the customer has opted into the program, it will receive RECs on an annual basis unless it notifies Western that it no longer desires to participate in the program. Customers that opt not to participate in the program will not receive RECs. Notification to Western to participate in the program must be made by October 1<sup>st</sup> to receive RECs for that calendar year.
4. Requests to change the types of RECs received can be made at any time. However, Western may not be able to accommodate change requests received after October 1<sup>st</sup> until the following year.
5. RECs will be transferred to customers once a year following the year in which the customer received LAP firm energy. Efforts will be made to complete these transfers as soon as practicable. Customers are encouraged to inform Western of any issues that may exist related to the timing of REC transfers.
6. RECs will be transferred to customers through the Western Renewable Energy Generation Information System (WREGIS). Western will create a subaccount for each customer that elects to receive RECs. Each customer will be required to establish a Notice of Agent Designation with WREGIS to obtain login rights to its subaccount. Customers that wish to utilize their existing WREGIS account should request this option from Western in lieu of the creation of a subaccount.
7. Customers that need to retire RECs to meet compliance obligations or for any other reason, must utilize their own WREGIS account and will be responsible for retiring the RECs and paying the associated retirement fees.
8. RECs will be allocated based upon the customer's total FES allocation generated from LAP hydropower facilities during the preceding calendar year in the ratio of one (1) REC to one (1) megawatt hour generated. Purchase power, including purchase power from renewable sources, is not part of the program. If the sum of allocated energy for all program participants is higher than the LAP hydropower generation in a calendar year, RECs generated under the program will be allocated to each program participant based on the participant's pro-rated share of the total amount of LAP firm energy delivered under FES contracts for any given year.
9. Recognizing that RECs differ in value depending on the location and size of the generation unit, customers will be allowed to request RECs from generation units under 30 MW, and from Colorado and Wyoming based generation. Western will define further subsets of RECs as necessary. RECs in each subset will be pro-rated (rounded down) to those customers that request RECs from that subset, up to the amount of their allocation of energy received.
10. If customers want more RECs associated with a subset of LAP generation than are available, each will receive a pro-rated amount (rounded down) based on the allocations of all customers who have requested generation

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from a particular subset. Western will try to accommodate preferences for specific RECs but cannot guarantee delivery.

11. Attempts to develop alternative allocation methods consistent with these principles will be made for customers in states that do not accept WREGIS RECs or have capacity-based renewable requirements.
12. To maximize this benefit, Western will reasonably attempt to determine REC requirements of individual states as they pertain to certain FES customers. Western does not, however, guarantee any such determination of state REC requirements or a perfectly maximized program. Western encourages ongoing feedback from participating customers to improve the REC distribution process.
13. Western reserves the right to suspend or terminate the program upon reasonable advance written notice to participating customers. Though Western will solicit input, it can change these principles without notice.
14. Western's allocation determinations are final.
15. Western is offering these RECs as an additional benefit related to the delivery of LAP firm energy to customers. Accordingly, program participants have no rights to RECs issued under the program prior to actual delivery of the RECs.